

PROJECT NAME: Manhattan RE: SUITE 43-302**MUTUAL RELEASE AND TERMINATION AGREEMENT**BETWEEN: Pratt Hansen Group Inc.
(hereinafter called the "Vendor")AND: Paul David McIlwain and Carmela McIlwain
(hereinafter collectively called the "Purchaser")

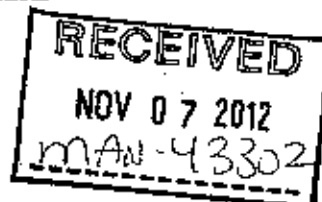
WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 19th day of August, 2012 (the "Purchase Agreement"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO(s) 302 on LEVEL and PARKING UNIT NO(s) 7 on LEVEL , and LOCKER UNIT NO(s) on LEVEL , together with an undivided interest in the common elements appurtenant thereto (hereunder collectively referred to as the "Purchased Units"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situated in the Town/City of Barris, in the (Regional) Municipality/County of Simcoe, comprising part(s) of lot(s) , on plan/concession , registered in the Land Registry Office for the Land Titles Division of (hereinafter referred to as the "Real Property");

AND WHEREAS the Purchase Agreement provides, inter alia, for the Purchaser's deposit monies up to the sum of \$20,000.00 (the "Deposits") to be payable to the firm of Barriston LLP (the "Escrow Agent"), who is holding and monitoring the Deposits in a designated trust account;

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual release hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addenda thereto or amendments thereof, is hereby terminated and of no further force or effect.
2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the sum of \$ 500.00 \$, representing the Deposits paid by the Purchaser to the Escrow Agent, in trust, together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or the *Condominium Act, 1998*, as amended.



3. The parties hereto hereby mutually release each other and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addenda thereto or amendments thereof) and/or termination thereof pursuant to the foregoing provisions hereof.
4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Units and/or the Deposits against any other person or corporation which might be entitled to claim contribution or indemnity (or any claim similar or akin thereto) from the Vendor in connection with the Purchase Agreement or the termination thereof, including without limitation, Taxion and the Escrow Agent.
5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.
6. This agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.
7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this 29th day of October, 2012.

SIGNED, SEALED AND DELIVERED in the presence of:

Bradley M. Elwin
Witness

P. J. Elwin
PURCHASER

Bradley M. Elwin
Witness

McElwin
PURCHASER

(Name of Vendor)
Per: [Signature]
(Signature)

Print Name & Title: _____
I have authority to bind the corporation.

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